

GENERAL TERMS AND CONDITIONS FOR ONLINE TRAINING COURSES

1 Definitions

1.1 General

These terms and conditions contain the contractual conditions for the time-limited use of the online training courses concerning the EV charging stations branded "Hypercharger" by the Client.

1.2 Parties

In accordance with these terms and conditions, "Alpitronic" refers to the company Alpitronic S.r.l. (*società a responsabilità limitata*, a limited liability company established under the Laws of Italy), with registered office in 39100 Bolzano, Via di Mezzo ai Piani 33, Italian tax number 02632180218, VAT number IT02632180218.

The "Client" is the party who has booked an online training course. "Participant(s)" are the personnel of the client attending the training courses.

"Charging station(s)" refers to the charging stations for electric vehicles manufactured and distributed by Alpitronic under the product name "Hypercharger".

1.3 Codice Civile

The term "Codice Civile" refers to the provisions of the Italian Civil Code (*codice civile*) in the version in force at the time of conclusion of the contract.

2 Disclaimer – limitation of liability

Any actions taken or activity carried out on the charging stations and their surroundings may only be performed by persons who have obtained the relevant professional qualification in accordance with the legal provisions applicable at the place of installation of the charging station and by personnel familiar with the local statutory safety standards. By completing the online training, the participants receive confirmation that they have been trained in the use of Alpitronic's charging stations, but such does **not constitute any proof of any kind of professional qualification** for operating on electric or electronic devices. It is the responsibility of the company carrying out the works to comply with the legal provisions applicable at the place of installation of the charging station concerning operations on electric or electronic devices. Alpitronic does not assume any liability for correct compliance with the necessary qualifications for interventions / works on the charging stations.

The videos shown are for illustration and assistance purposes only. The work steps shown in the video has been carried out in accordance with the **safety regulations in force in Italy at the time of recording**. It is the responsibility of the company carrying out the works to comply with and ensure compliance with the country- or region-specific safety regulations or laws applicable at the place of installation. Alpitronic does not assume any liability for due compliance with such safety regulations.

The certification of the participants or any disclosure of the contact details of the client by Alpitronic to its customers does not construe or imply any legal relationship with Alpitronic and therefore no claims of any kind may be asserted therefrom.

3 Training courses and training contents

Alpitronic offers to clients various online training courses (hereinafter referred to as "training courses") concerning the charging stations "Hypercharger".

3.1 Training content

Depending on the client's needs, the following training courses can currently be booked:

- 1) HYC50 Training
- 2) HYC150-300 Basic training
- 3) HYC150-300 Training Power-Stack upgrade
- 4) HYC150-300 Installation & commissioning
- 5) HYC150-300 Annual preventive maintenance
- 6) HYC150-300 Combined training (includes all contents of trainings 2-5)

The Basic training is free of charge, the other trainings can be booked against payment.

The respective training content is made available in form of explanatory videos/texts/graphics on an online platform.

After completion of the training, each participant of the trainings 2-6 will have the opportunity to take part in a one-hour optional live Q&A group session with an Alpitronic employee to clarify any questions left. The session will be held online via Microsoft Teams.

3.2 Product lines

Training courses are currently available for the charging station Hypercharger HYC50 and HYC150-HYC300. Alpitronic reserves the right to provide additional training courses and make them available to clients. The client has no claim in this respect.

3.3 Languages

The available training languages are indicated in the order form on the website <https://training.hypercharger.it/>. Alpitronic reserves the right to offer the training courses in other languages. The client has no right for training courses in a specific language, unless otherwise agreed between Alpitronic and the client in writing.

The presentation languages of the live Q&A group sessions are English and German.

3.4 Certification

For carrying out the respective activities on the charging stations, it is mandatory to obtain the corresponding certificate, which will be issued after having successfully completed an online exam after the trainings.

The certificate is valid for one year from the date of issuance and must then be renewed. If the certificate expires without being renewed, working on the charging stations is not anymore permitted.

If the client registers for training 2-6, he can optionally list himself as a company with certified personnel at Alpitronic. It will be listed exclusively for the period in which it employs personnel in possession of a valid certificate. Upon its consent, the contact details provided will be forwarded to interested parties upon request.

4 Number of participants and Q&A sessions

Each client may register a maximum of 15 participants per training date available. If availability is not given due to simultaneous registrations, the client can either select a new date with sufficient places available or reduce the number of participants.

The maximum number of participants for each training date for all training types 2-6 is limited. The available training slots can be viewed in the calendar on the training website. The number of participants for the basic training course per date is not limited. The live Q&A session will be held on Friday morning of the training week. The online meeting will take place via Microsoft Teams, participants will receive the invitation with the exact information regarding time and procedure the day before the training starts (check your spam folder if necessary).

If Friday falls on an Italian public holiday, the Q&A group session will take place on the previous or following working day, this will be communicated accordingly.

5 Reservation, chargeable booking and rescheduling of dates

The reservation must be submitted at least 15 calendar days before the respective training date via the training website <https://training.hypercharger.it/>.

The costs for the respective training are determined on the website

After the client's request to participate in a training course, the client will receive an acknowledgement of receipt from Alpitronic. Alpitronic will then proceed for administrative check (registration of new customers, correct data entry) for the request. This may take a few days.

If the check is positive, the client will receive a booking confirmation for the free basic training or a reservation confirmation for the chargeable trainings 2-6. In the latter case, the customer will be requested to pay the participation fees in advance, via bank transfer, no later than 7 calendar days before the training start.

A training course is then bindingly booked and entitles the client to participate as soon as the fee has been credited to Alpitronic's account and a proof of payment has been sent to training@hypercharger.it.

If payment is not received within the aforementioned period, the client is not entitled to participate in the training. In this case, the reservation will be automatically postponed to the next available training date. This also applies to delayed payments.

If no payment is made also the second time, the reservation will be automatically deleted.

After the confirmation of the training reservation, the invoice will be issued on the invoice data provided in the booking and will be sent by e-mail from accounting@alpitronic.it to the invoice address given in the booking.

A subsequent change of the invoice data is not possible.

Alpitronic reserves the right to unilaterally postpone dates specified in the booking request.

Alpitronic reserves the right to decline training requests (e.g. if the same company places several orders via the website for the same training session). In this case, the contact person(s) will be informed.

6 Access data for the training participants

As soon as the payment for the reserved training has been received by Alpitronic, an e-mail with full details of the training process will be sent to all registered participants. Participants of the free basic training will already receive this message in the moment of the booking confirmation.

Participants will receive both the related access link to the training platform as well as to the document platform hyperdoc on the evening before the training course starts. Participants can register themselves on both platforms. Participants will receive the access link to the live Q&A session in a further mail.

7 Cancellation, deregistration and discontinuation of trainings

Reserved trainings can be cancelled for both individual participants as well as for the whole group without any charge, as long as no invoice has been issued. A corresponding request must be sent to training@hypercharger.it.

Once the invoice has been issued by Alpitronic, training courses can no longer be cancelled and fees already paid will not be refunded. In this case, it is possible to arrange a new training date for individual participants as well as for all participants or to register substitute participants for the reserved date. For this purpose, it is important that the corresponding notification is made no later than 12.00 p.m. (CET) on the day before the training starts to the e-mail address training@hypercharger.it.

Participants who discontinue from already started training sessions must notify that circumstance to the e-mail address training@hypercharger.it before the start of the live Q&A session. However, such discontinuation does not entitle the participant to attend the final exam. If no timely notification is made, the participant or the client must proceed for a new training booking and pay the fee again.

The client is obligated to inform the participants about all changes.

8 Access to the training courses – time limitation

Access to the training platform is granted on Tuesday, 00:01 (CET) until Thursday, 23:59 (CET). The link will be sent on the previous day. The time frame for using the platform may not be extended.

9 Online exam to obtain certification

In order to obtain the certification pursuant to Article 3.4, any participant has to pass successfully an online exam after having attended the online training.

The link to the exam will be sent to any participant right after the Q&A session. The online exam has to be successfully completed within 7 calendar days after receiving the relevant link, with a maximum of two test attempts. An extension of this time limit is not possible.

In the event the participant does not pass the exam or is not completed within the aforementioned time frame, the participant has to attend again and against payment to the training course and to pass successfully the exam in order to obtain the certification.

10 Copyright

All contents of this training platform, in particular texts, photos, videos and graphics, are protected by copyright and, unless otherwise indicated, reserved by Alpitronic. Recordings as well as the reproduction of the videos and documents provided, even in part, are prohibited.

11 Applicable law and competent court

The contract shall be governed by Italian law upon the exclusion of the conflict of laws rules.

Any dispute arising between the parties concerning the interpretation, application and/or execution of the present contract shall be submitted to the competent court in the judicial district of Bolzano, Italy.

➔ The terms and conditions are accepted in a legally binding manner by clicking on the button "I accept the terms and conditions".

For the purposes of and in accordance with Articles 1341 and 1342 of the Civil Code, the Client declares that he has carefully read and understood the following clauses and expressly accepts them:

Article 2 (Disclaimer - Limitation of liability): Limitation of liability

Article 5 (Reservation, chargeable booking and rescheduling of dates): Limitation of objections

Article 7 (Deregistration of Participants; Cancellation): Limitation of objections

Article 8 (Access to the training courses – time limitation): Limitation of objections

Article 9 (Online exam to obtain the certification): Limitation of objections

Article 11 (Jurisdiction clause): Agreement on the place of jurisdiction

➔ The clauses under Art. 1341 and 1342 CC are accepted by clicking on the button "I accept the clauses under Art. 1341 and 1342 CC".